

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WELLS FARGO BANK, N.A., a national banking association,

Plaintiff,

-VS-

DE’COR CONSTRUCTION, INC. an Illinois corporation, and **ROBERT OLSZWESKI,**

Defendants.

FILED: AUGUST 25, 2008

08CV4828

JUDGE NORGLÉ

MAGISTRATE JUDGE KEYS

No.YM

COMPLAINT

Plaintiff, Wells Fargo Bank, N.A., by its undersigned attorneys, and as its Complaint against the Defendants, alleges and states that:

Parties

1. The Plaintiff, Wells Fargo Bank, N.A., is a national banking association with its principal place of business located at 100 East Wisconsin Avenue, Suite 1400, Milwaukee, WI 53202.

2. Defendant, De’Cor Construction, Inc., (“De’Cor”) is an Illinois corporation with a principal place of business located, upon information and belief, at 360 Dublin Road, Bloomington, IL 61008.

3. Defendant, Robert Olszewski (“Olszewski”) is an adult individual who, upon information and belief, resides at 188 Jackson Lane, Bloomingdale, IL 60108.

Jurisdiction and Venue

4. This court has jurisdiction of the subject matter of this action under 28 U.S.C. §1332(a)(1), in that the Plaintiff and Defendants are citizens of different states and, as more fully described below, the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00

5. Venue is proper in this Court under 28 U.S.C. §1391(a)(1) in that the all of the Defendants reside in this District.

Background Allegations

6. On or about October 19, 2007, the Milwaukee County, Wisconsin, Circuit Court entered an Order for Immediate Possession of Collateral in the case of *Wells Fargo Bank, N.A. v. Great Lakes Building Materials, Inc. et al.* case number 07-CV-12651 (the “Order”). A copy of the Order is attached hereto and incorporated by reference as Exhibit “A”.

7. Pursuant to the terms of the Order, Plaintiff was granted the right to immediate possession of certain collateral pledged to it by Great Lakes Building Materials, Inc. (“Great Lakes”) including, but not limited to, accounts.

8. By virtue of the Order, Plaintiff is entitled to collect the accounts receivable of Great Lakes, including, but not limited to the receivable at issue in this lawsuit.

COUNT I: BREACH OF CONTRACT

9. Plaintiff hereby realleges and restates paragraphs 1 through 8 above as if fully set forth at length herein.

10. Upon information and belief, Great Lakes provided to De’Cor certain goods and services on terms agreed upon by the parties.

11. Great Lakes performed all of its obligations under the terms of the parties' agreement.

12. De'Cor has failed to comply with the terms of the parties' agreement by failing to remit payment full to Great Lakes for the goods and services provided by Great Lakes to De'Cor.

13. There is currently due and owing to Great Lakes from De'Cor the principal sum of \$125,101.68.

WHEREFORE, Plaintiff Wells Fargo Bank, N.A. respectfully requests judgment against Defendant De'Cor Construction, Inc., as follows:

- (a) Awarding Plaintiff compensatory damages in the amount of \$125,101.68, with prejudgment interest on said amount from the date of the applicable invoices through the date of judgment;
- (b) Awarding interest on such judgment from the date of the judgment until paid;
- (c) Awarding Plaintiff its costs of suit and attorneys' fees to the extent permitted under applicable law; and
- (d) Granting Plaintiff such other and further relief as justice and equity may require.

COUNT II: ACCOUNT STATED

14. Plaintiff hereby realleges and restates paragraphs 1 through 13 above as if fully set forth at length herein.

15. Between May 25, 2007 and October 17, 2007, De'Cor ordered and Plaintiff shipped to De'Cor, construction materials, as evidenced by the Statement attached hereto as Exhibit B.

16. Despite Plaintiff's repeated demands for payment of the invoices, De'Cor has failed and refused to pay the sum of \$125,101.68 for such materials sold and delivered to De'Cor at its special instance and request.

17. On information and belief, De'Cor did not timely contest or question any part of said invoices.

18. Great Lakes has substantially performed all of its obligations to De'Cor with respect to the subject goods.

19. De'Cor's failure to pay has damaged Plaintiff in the sum of \$125,101.68, together with prejudgment interest thereon.

20. De'Cor's failure to pay for the foregoing goods and its failure to timely dispute the amounts claimed due at the time they were billed constitutes an account stated.

WHEREFORE, Plaintiff Wells Fargo Bank, N.A. respectfully requests judgment against Defendant De'Cor Construction, Inc., as follows:

- (a) Awarding Plaintiff compensatory damages in the amount of \$125,101.68, with prejudgment interest on said amount from the date of the applicable invoices through the date of judgment;
- (b) Awarding interest on such judgment from the date of the judgment until paid;
- (c) Awarding Plaintiff its costs of suit and attorneys' fees to the extent permitted under applicable law; and
- (d) Granting Plaintiff such other and further relief as justice and equity may require.

COUNT III: GUARANTY

21. Plaintiff restates and realleges paragraphs 1-13 as if fully set forth at length herein.

22. On or about August 7, 2006, Olszweski executed in favor of Great Lakes a guarantee, personally guaranteeing payment of all sums due Great Lakes from De'Cor. A copy of the Application for Credit and Credit Agreement is attached hereto and incorporated by reference as Exhibit "C".

23. Olszweski's guarantee, as referenced in the preceding paragraph, is in default because, *inter alia*, Olszweski has failed to pay the obligations due Great Lakes from De'Cor when and as due.

24. There is currently due and owing to Great Lakes from Olszweski the principal sum of \$125,101.68.

WHEREFORE, Plaintiff Wells Fargo Bank, N.A. respectfully requests judgment against Defendant Robert Olszweski as follows:

- (e) Awarding Plaintiff compensatory damages in the amount of \$125,101.68, with prejudgment interest on said amount from the date of the applicable invoices through the date of judgment;
- (f) Awarding interest on such judgment from the date of the judgment until paid;
- (g) Awarding Plaintiff its costs of suit and attorneys' fees to the extent permitted under applicable law; and
- (h) Granting Plaintiff such other and further relief as justice and equity may require.

WELLS FARGO BANK, N.A.

By: /s/ Marc W. O'Brien
One of its attorneys

Marc W. O'Brien (ARDC#6188500)
David A. Shapiro
Bronson & Kahn LLC
150 North Wacker Drive
Suite 1400
Chicago, Illinois 60606

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

WELLS FARGO BANK, N. A.,
acting through its Wells Fargo Business
Credit operating division
100 E. Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202

Case No.
Case Code: 30301
Other: 30303

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Plaintiff,

vs.

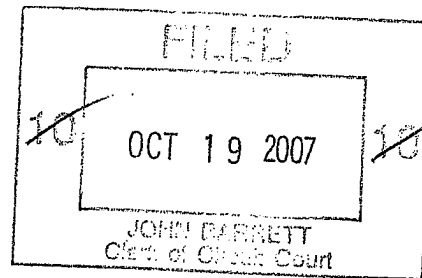
GREAT LAKES BUILDING MATERIALS, INC.,
1960 Bucktail Lane
Sugar Grove, IL 60554

RICHARD CATRAMBONE
10756 Wentworth Drive
Naperville, IL 60564-8132

SUMMIT TRUCK LEASING
10756 Wentworth Drive
Naperville, IL 60564-8132

LORAIN CATRAMBONE
10756 Wentworth Drive
Naperville, IL 60564-8132

Defendants.



ORDER FOR IMMEDIATE POSSESSION OF COLLATERAL

The above entitled matter having come before the Court pursuant to an Motion for Immediate Possession of Collateral of Wells Fargo Bank, N.A. ("WFBC") dated October __, 2007; the Court having considered the accompanying Affidavit of Brian T. Sprink, Vice President and the files and records herein; and being first duly advised in the premises;

NOW, THEREFORE, on Motion of Howard, Solocheck & Weber, S.C. and pursuant to Sections 409.601 – 409.628, Stats. and Chapter 810, Stats.

IT IS HEREBY ORDERED that:

That WFBC is entitled to the following collateral: the Collateral as described in the Credit and Security Agreement Exhibit 1 attached to Plaintiff's Complaint including but not limited to all of its accounts, contract rights, instruments, chattel paper, inventory, equipment, general intangibles, and all other property specifically named, whether then owned or thereafter acquired.

The collateral is located at 1960 Bucktail Lane, Sugar Grove, IL 60554 and 7701 Blivin Street, Spring Grove, IL, 60081, and with third parties.

IT IS FURTHER ORDERED that Great Lakes Building Materials, Inc. ("Great Lakes") shall not dispose of or use any of the Collateral of WFBC including but not limited to the Accounts, proceeds from Accounts and cash (the "Funds"). Third parties holding or controlling the Collateral of WFBC and the Funds shall submit the same to WFBC or hold any Funds and Collateral pending further Order of this Court.

IT IS FURTHER ORDERED that if necessary the Sheriff, US Marshall or other appropriate officer or official of Kane County, Illinois and/or McHenry County shall take the property described in the Complaint from the Defendant Great Lakes Building Materials, Inc. or such persons as are acting on behalf of, in concert with, or under the control of Great Lakes Building Materials, Inc. and deliver possession thereof to WFBC, all without bond or other indemnity.

Dated at Milwaukee, Wisconsin this 19th day of October, 2007.

BY THE COURT:

TIMOTHY G. DUGAN

Honorable Timothy G. Dugan
Circuit Court Judge

EXHIBIT B

INVOICE DATE	INVOICE NUMBER	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
Ship-to: DE'COR Construction, 360 Dublin Road Bloomington, IL 60108 GLBM							
10/11/07	00028907-001	INVOICE	2983.59			0.00	2983.59
	SUB-TOTAL		2983.59				2983.59
Ship-to: DE'COR Construction, Gilberts Town Center SFR Gilberts, IL GLBM							
07/12/07	00028154-001 ✓	INVOICE	3460.23			0.00	3460.23
07/30/07	00028320-001 ✓	INVOICE	3119.69			0.00	3119.69
09/10/07	00028665-001	INVOICE	3151.39			0.00	3151.39
09/26/07	00028797-001	INVOICE	1555.25			0.00	1555.25
	SUB-TOTAL		11286.56				11286.56
Ship-to: DE'COR Construction, Impressions @ The Streams Plainfield, IL GLBM							
05/25/07 ✓	00027493-004	INVOICE	63.90			0.00	63.90
	SUB-TOTAL		63.90				63.90
Ship-to: DE'COR Construction, Georgetown of Wood Dale Wood Dale, IL GLBM							
07/25/07	00028289-001 ✓	INVOICE	2781.92			0.00	2781.92
	SUB-TOTAL		2781.92				2781.92
Ship-to: DE'COR Construction, Cornell Commons Palatine, IL GLBM							
10/17/07	00028938-001	INVOICE	2516.41			0.00	2516.41
	SUB-TOTAL		2516.41				2516.41
Ship-to: DE'COR Construction, Reserve of St Charles							

Great Lakes Building Materials

Statement

P.O. Box 1339
Sugar Grove, IL 60554-1339
Phone: (630)-466-4143

Statement Date: 06/22/08

Sold-To: DE'COR Construction
360 Dublin Road
Bloomington, IL 60108

Page 2 of 4

ACCT#: DEC	PHONE#: (630)-295-9680	FAX#: (630)-295-9682
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INVOICE DATE	INVOICE NUMBER	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
St Charles, IL GLBM 08/31/07	00028616-001 ✓	INVOICE	4114.92			0.00	4114.92
	SUB-TOTAL		4114.92				4114.92
Ship-to: DE'COR Construction, Tuscan Woods Elgin, IL GLBM							
08/16/07	00028461-001 ✓	INVOICE	4295.88			0.00	4295.88
SPRINGGR 10/09/07	00100258-001 ✓	INVOICE	4262.34			0.00	4262.34
	SUB-TOTAL		8558.22				8558.22
Ship-to: DE'COR Construction, The Reserve of Cedar Creek Joliet, IL GLBM							
09/13/07	00028688-001 ✓	INVOICE	4021.12			0.00	4021.12
09/17/07	00028716-001 ✓	INVOICE	2511.99			0.00	2511.99
09/21/07	00028740-002 ✓	INVOICE	3698.56			0.00	3698.56
09/25/07	00028756-002 ✓	INVOICE	2422.41			0.00	2422.41
09/26/07	00028763-001 ✓	INVOICE	1998.06			0.00	1998.06
10/01/07	00028815-001 ✓	INVOICE	2273.16			0.00	2273.16
	SUB-TOTAL		16925.30				16925.30
Ship-to: DE'COR Construction, Talamore Hartford Huntley, IL SPRINGGR							
07/30/07	00099865-001 ✓	INVOICE	4940.91			0.00	4940.91
08/31/07	00100057-001 ✓	INVOICE	5122.77			0.00	5122.77
09/10/07	00100079-001 ✓	INVOICE	5127.29			0.00	5127.29
09/14/07	00100142-001 ✓	INVOICE	4495.47			0.00	4495.47
	SUB-TOTAL		19686.44				19686.44
Ship-to: DE'COR Construction, The Villas of Cedar Creek Joliet, IL GLBM							

Great Lakes Building Materials

Statement

P.O. Box 1339
Sugar Grove, IL 60554-1339
Phone: (630)-466-4143

Statement Date: 06/22/08

Sold-To: DE'COR Construction
360 Dublin Road
Bloomington, IL 60108

Page 3 of 4

ACCT#: DEC PHONE#: (630)-295-9680 FAX#: (630)-295-9682

INVOICE DATE	INVOICE NUMBER	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
08/22/07	00028496-002 ✓	INVOICE	3677.76			0.00	3677.76
10/08/07	00028871-002 ✓	INVOICE	1720.26			0.00	1720.26
10/10/07	00028882-001 ✓	INVOICE	1788.93			0.00	1788.93
10/15/07	00028917-001 ✓	INVOICE	2497.22			0.00	2497.22
	SUB-TOTAL		9684.17				9684.17
Ship-to: DE'COR Construction, Shadow Hill Elgin, IL GLBM							
08/24/07	00028465-002 ✓	INVOICE	3987.25			0.00	3987.25
08/17/07	00028482-001 ✓	INVOICE	3682.58			0.00	3682.58
09/14/07	00028677-002 ✓	INVOICE	3360.06			0.00	3360.06
09/18/07	00028704-003 ✓	INVOICE	2575.40			0.00	2575.40
09/17/07	00028718-001 ✓	INVOICE	2334.42			0.00	2334.42
09/19/07	00028727-001 ✓	INVOICE	2653.28			0.00	2653.28
09/26/07	00028728-002 ✓	INVOICE	2413.51			0.00	2413.51
10/03/07	00028764-002 ✓	INVOICE	2764.19			0.00	2764.19
10/02/07	00028801-003 ✓	INVOICE	3771.08			0.00	3771.08
10/03/07	00028832-002 ✓	INVOICE	4072.95			0.00	4072.95
10/09/07	00028883-002 ✓	INVOICE	3284.99			0.00	3284.99
SPRINGGR							
09/07/07	00100083-002 ✓	INVOICE	3691.60			0.00	3691.60
	SUB-TOTAL		38591.31				38591.31
Ship-to: DE'COR Construction, Fields at Stone Mill Farm Bourbonnais, IL GLBM							
10/03/07	00028741-002 ✓	INVOICE	2079.05			0.00	2079.05
10/03/07	00028752-001 ✓	INVOICE	2483.41			0.00	2483.41
10/08/07	00028865-002 ✓	INVOICE	3314.96			0.00	3314.96
10/11/07	00028912-001 ✓	INVOICE	31.52			0.00	31.52
	SUB-TOTAL		7908.94				7908.94

Great Lakes Building Materials

Statement

P.O. Box 1339
Sugar Grove, IL 60554-1339
Phone: (630)-466-4143

Statement Date: 06/22/08

Sold-To: DE'COR Construction
360 Dublin Road
Bloomington, IL 60108

Page 4 of 4

ACCT#: DEC	PHONE#: (630) 295-9680	FAX#: (630) 295-9682
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INVOICE DATE	INVOICE NUMBER	TYPE	GROSS AMOUNT	DISCOUNT DATE	DISCOUNT AMOUNT	PAYMENT	NET AMOUNT
<p>THERE WILL BE A 10% RESTOCKING FEE ON ALL RETURNED MATERIALS.</p> <p>If invoices not paid within 60 days, Great Lakes Building Materials, Inc. may place a lien on subject property. Purchaser is then responsible for any and all costs and reasonable attorney's fees for GLBM, Inc. to file and enforce the lien and collection of the debt.</p>							
GLBM							

CURRENT AMT 0.00	31-60 DAYS 0.00	61-90 DAYS 0.00	91-120 DAYS 0.00	Over 120 DAYS 125,101.68	Gross Amt Due	125,101.68
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EXHIBIT C

08/21/2008
01/21/200810:52
17:00Received:
WELLS FARGO BUSINESS CREDIT → AL SOLOCHER
10000220432

Aug 21 2008 10:43am

NO.306 0002

6302959682

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Aug 07 06 07:49a

DECOR CONSTRUCTION INC

08/04/2008 16:44

6304667038

GREAT LAKES BLDG MTL

GREAT LAKES BUILDING MATERIALS, INC.
1960 Bucktail Lane
Sugar Grove, IL 60554
Ph. (630)466-4143
Fax (630)466-7379



APPLICATION FOR CREDIT AND CREDIT AGREEMENT

Legal Business Name DECOR CONSTRUCTION, INC.
Business Street Address 360 DUBLIN RD City BUDWYCK DALE State IL Zip 60008
Business Phone 630-295-9680 Business Fax 630-295-9682 Mobile 630-546-2045
Billing (Mailing Address) SAME AS ABOVE City _____ State _____ Zip _____
Accounts Payable Contact GLENDIA HAIDL
Years in Operation Under Current Business Name 2yr 8 months How long at this address? 5 months
Partner or Proprietorship: Home # 630-924-7576

Name

Social Security Number

Home Address

Driver's License#

Corporation:

Title

Name

President

ROB OLSZEWSKITax ID# 65-1211267

Home Address

SAME AS ABOVE

Social Security#

338-545829

Vice President

Secretary

Treasurer

BRIDGET OLSZEWSKISAME AS ABOVE342-70-1300

Credit References (Bank)

Bank Name: OXFORD BANKContact: MIKE PAWLAKBranch ADDISON, ILPhone 630-629-5000Account# 0204595001

Credit References (Bank)

Bank Name: OXFORD BANKContact: MIKE PAWLAKBranch ADDISON, ILPhone 630-629-5000Account# 83480116

Trade References (Material Suppliers). Must provide four references.

Name

Address

Phone

Material Purchased

HOME DEPOT295 ARMY TRAIL RD630-980-9330GLENDIA HEIGHTS ILMISC. MATERIALSICI PAINTS479 THORN HILL CIRCLE630-260-0010SKOKIE, ILPAINT + STAINSHERWIN WILLIAMS602 W WISER RD630-980-1427RAVENSWOOD PARK, ILPAINT + STAINALLIED DRYWALL232 WINDSORCOMBARD, ILDRYWALL MATERIALS

08/21/2008

10:52

WELLS FARGO BUSINESS CREDIT → AL SOLOCHER

Aug 21 2008 10:43am

NO.306

0003

01/21/2008

17:59

16309226452

KION CHAMBOINE

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DECOR CONSTRUCTION INC

GREAT LAKES BLDG MTL

TERMS AND CONDITIONS

In consideration for the extension of credit to the undersigned, the undersigned acknowledges and agrees to all the following provisions:

- 1) All invoices shall be payable and due by the end of the month.
- 2) No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.
- 3) The undersigned authorizes the seller to verify and exchange all necessary information pertaining to its account with all credit resources including but not limited to, the ones listed above.
- 4) The undersigned certifies that the contents of this statement are true and accurate and that no material omission of fact is contained herein.
- 5) The undersigned agrees to pay in the event this account becomes delinquent and it is turned over to any attorney or collection service, attorney's fees plus all court and attendant collections costs. Venue will be at sole discretion of Great Lakes Building Materials, Inc.

I have read the terms and conditions stated above and agree to all of these terms and conditions.

Robb Olszewski
Authorized Signature

8-7-06
Date

Robb Olszewski
Printed Name

PERSONAL GUARANTEE

The undersigned person guarantees all obligations of the above applicant including interest, lien costs, collection costs and attorney's fee. This guarantee may be revoked by notifying Great Lakes Building Materials, Inc. at it's corporate office in writing, sending certified mail with return receipt.

Robb Olszewski
Signature

8-7-06
Date

Robb Olszewski
Printed Name

08/21/2008 10:52
01/21/2008 17:59Received:
WELLS FARGO BUSINESS CREDIT → AL SOLOCHEK
16303226402 RICH CHINA WONG

Aug 21 2008 10:44am

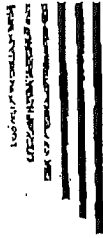
NO. 306 0004

630-295-9682

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Aug 07 06 07:49a

DECOR CONSTRUCTION INC

**De'Cor Construction Inc.**360 Dublin Road
Bloomington, IL 60108

Bus: 630-295-9680

Fax: 630-295-9682

Cell: 630-546-2045

To: Great Lakes Building Materials, Inc.

From: De'Cor Construction, Inc.

Attn: Kevin O'Connor

Rob Dolewski

Fax: 630-466-7038

Urgent

Date Sent: 08/07/06

For Review

Number of pages sent including cover page: 3

Please Comment

Please Reply

Message: